



EXCEL

Oak Brook Office Pavilion, 2605 West 22nd Street, Suite 33, Oak Brook, Illinois 60521 (312) 573-7700

RECORDATION NO. 1 5237 Filed & Recorded

MAY 20 1987 3-1 5 PM

INTERSTATE COMMERCE COMMISSION

May 12, 1987

Ms. Mildred Lee
Interstate Commerce Commission
12th St. & Constitution Avenue
Room 2303
Washington, D.C. N.W. 20423

Date 5/20/87
Fee \$ 10.00
ICC Washington, D. C.

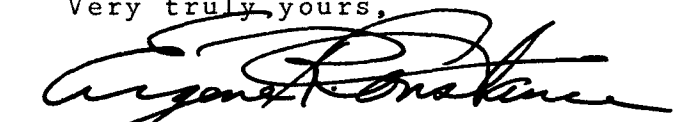
Dear Ms. Lee:

I am enclosing an original Security Agreement (Chattel Mortgage) covering two (2) railcars under security agreement dated April 15, 1987. Will you please record this transaction pursuant to:

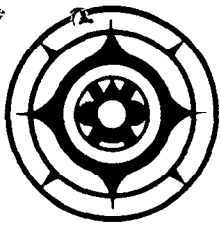
Section 11303 Equipment Trust:
Recordation; Evidence of Indebtedness
of the Interstate Commerce Act.

Enclosed is our check No. 1419 issued for \$10.00 covering the service fee. Thank you for your usual prompt service.

Very truly yours,


EXCEL RAILCAR CORPORATION
Eugene R. Constance
President

ERC:1c
encl.



EXCEL

Oak Brook Office Pavilion, 2605 West 22nd Street, Suite 33, Oak Brook, Illinois 60521 (312) 573-7700

May 12, 1987

Ms. Mildred Lee
Interstate Commerce Commission
12th St. & Constitution Avenue
Room 2303
Washington, D.C. N.W. 20423

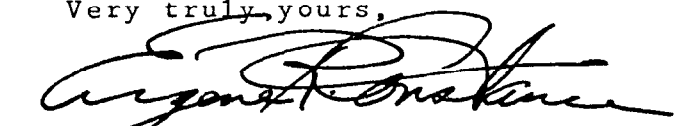
Dear Ms. Lee:

I am enclosing an original Security Agreement (Chattel Mortgage) covering two (2) railcars under security agreement dated April 15, 1987. Will you please record this transaction pursuant to:

Section 11303 Equipment Trust:
Recordation; Evidence of Indebtedness
of the Interstate Commerce Act.

Enclosed is our check No. 1419 issued for \$10.00 covering the service fee. Thank you for your usual prompt service.

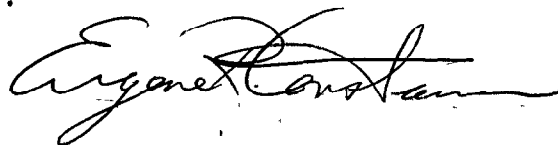
Very truly yours,


EXCEL RAILCAR CORPORATION
Eugene R. Constance
President

ERC:lc
encl.

Dear Ms Lee

*Copy as per your request of 5-20-87
Thank You.*



Interstate Commerce Commission

Washington, D.C. 20423

5/26/87

OFFICE OF THE SECRETARY

Eugene R. Constance
Excel Railcar Corp.
Oak Brook Office Pavilion
2605 W.22nd St., Suite 33
Oak Brook, Ill. 60521

Dear Sir"

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/20/87 at 3:15pm , and assigned recordation number(s). 15237

Sincerely yours,

Norata K. McGee
Secretary

Enclosure(s)

ADDITIONAL PROVISIONS

Further Warranties and Covenants of Debtor. Debtor hereby warrants and covenants that —

(a) Except for the security interest granted hereby Debtor is the owner of the Collateral free from any adverse lien, security interest or encumbrance; and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(b) No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office. The Debtor shall immediately notify the Secured Party in writing of any change in name, address, identity or corporate structure from that shown in this Agreement and shall also upon demand furnish to the Secured Party such further information and shall execute and deliver to Secured Party such financing statements and other documents in form satisfactory to Secured Party and shall do all such acts and things as Secured Party may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Obligations, subject to no adverse liens or encumbrances; and Debtor will pay the cost of filing the same or filing or recording this agreement in all public offices wherever filing or recording is deemed by Secured Party to be necessary or desirable. A carbon, photographic or other reproduction of this agreement is sufficient as a financing statement.

(c) Debtor will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Collateral or any interest therein, without the prior written consent of Secured Party.

(d) Debtor shall keep the Collateral at all times insured against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties as Secured Party may reasonably require, including collision in the case of any motor vehicle, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as Secured Party may approve, losses in all cases to be payable to Secured Party and Debtor as their interests may appear. All policies of insurance shall provide for at least ten days' prior written notice of cancellation to Secured Party. Debtor shall furnish Secured Party with certificates of such insurance or other evidence satisfactory to Secured Party as to compliance with the provisions of this paragraph. Secured Party may act as attorney for Debtor in making, adjusting and settling claims under and cancelling such insurance and endorsing Debtor's name on any drafts drawn by insurers of the Collateral.

(e) Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair, shall not waste or destroy the Collateral or any part thereof, and shall not use the Collateral in violation of any statute, ordinance or policy of insurance thereon. Secured Party may examine and inspect the Collateral at any reasonable time or times, wherever located.

(f) Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement or upon any note or notes evidencing the Obligations.

Additional Rights of Parties. At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may place and pay for insurance on the Collateral upon failure by the Debtor, after having been requested so to do, to provide insurance satisfactory to the Secured Party, and may pay for the maintenance, repair, and preservation of the Collateral. To the extent permitted by applicable law. Debtor agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization. Until default Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

Events of Default. Debtor shall be in default under this agreement upon the occurrence of any the following events or conditions, namely: (a) default in the payment or performance of any of the Obligations or of any covenants or liabilities contained or referred to herein or in any of the Obligations; (b) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proving to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; or (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by, Debtor.

Remedies. Upon such default (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted) and at any time thereafter (such default not having previously been cured), Secured Party at its option may declare all Obligations secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Debtor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code of Illinois); and the Secured Party shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Debtor's right of redemption in satisfaction of the Debtor's Obligations as provided in the Uniform Commercial Code of Illinois. Secured Party without removal may render the Collateral unusable and dispose of the Collateral on the Debtor's premises. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party for possession at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor at least 5 days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least five days before the time of the sale or disposition. Secured Party may buy at any public sale and if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, he may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorney's fees and legal expenses incurred by Secured Party, shall be applied in satisfaction of the Obligations secured hereby. The Secured Party will account to the Debtor for any surplus realized on such disposition and the Debtor shall remain liable for any deficiency. All rights and remedies under this agreement are subject to applicable bankruptcy law.

The remedies of the Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code of Illinois shall not be construed as a waiver of any of the other remedies of the Secured Party so long as any part of the Debtor's Obligation remains unsatisfied.

General. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind his heirs, executors or administrators or his or its successors or assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several. This agreement shall become effective when it is signed by Debtor.

All rights of the Secured Party in, to and under this agreement and in and to the Collateral shall pass to and may be exercised by any assignee thereof. The Debtor agrees that if the Secured Party gives notice to the Debtor of an assignment of said rights, upon such notice the liability of the Debtor to the assignee shall be immediate and absolute. The Debtor will not set up any claim against the Secured Party as a defense, counterclaim or set-off to any action brought by any such assignee for the unpaid balance owed hereunder or for possession of the Collateral, provided that Debtor shall not waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

ASSIGNMENT

FOR VALUE RECEIVED, the Secured Party hereby sells, assigns and transfers to _____

its successors and assigns, all right, title and interest in, to and under the foregoing agreement and in and to the Collateral therein described, with authority to take either in its own name or in the name of the Secured Party, but for its own benefit, all such proceedings, legal or equitable, as the Secured Party might have taken but for this assignment.

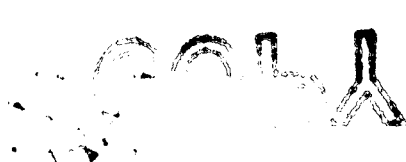
The Secured Party hereby warrants that the foregoing agreement represents a valid security agreement as provided under the laws of the State of Illinois and that the indebtedness shown due in the agreement is correct and remains unpaid to the extent of _____

and is the valid obligation of the Debtor; that the Debtor is the owner of the Collateral, that his true name is signed to the foregoing agreement, and that all parties to this instrument have legal capacity to contract; that the agreement and all accompanying agreements and other documents submitted herewith are genuine in all respects and what they respectively purport to be; that to the best of Secured Party's knowledge all statements of fact contained in the agreement are true; that the description of the property is adequate to enforce the rights created therein; that the Collateral is in satisfactory condition, and clear of any adverse interest therein; that Secured Party's security interest is a perfected security interest; that Secured Party has no knowledge of any facts which would impair the validity of the agreement or other accompanying agreements and documents or render them less valuable or valueless; and that he knows of no defense to the payment of the Obligations of the Debtor thereunder, or counterclaims, or set-offs.

The Secured Party hereby waives all demands and notices of default and consents that without notice to Secured Party, the assignee may extend time to or compound or release, by operation of law or otherwise, any rights against Debtor or any other obligor under said agreement.

The Secured Party hereby assumes to take any steps necessary to preserve any rights of the assignee or otherwise in the foregoing agreement or any accompanying agreements or documents against prior parties, and the assignee shall not be bound to take any steps to preserve such rights.

The Secured Party agrees that if any warranty or representation contained in this assignment should prove to be untrue or incorrect in any material respect when made, Secured Party will upon demand of the assignee, as its election, accept a reassignment of the agreement and pay therefor the amount unpaid thereon, plus costs and expenses including reasonable attorney's fees incurred by the assignee in attempting to enforce the agreement.



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

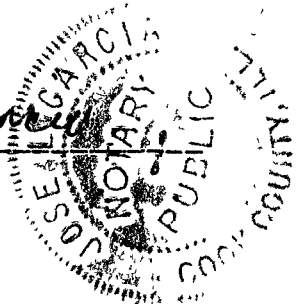
I, Jose L. Garcia, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Henry Rodriguez, Vice President of Banco Popular De Puerto Rico, an Illinois corporation, of said corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Vice President, respectively appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand, and notarial seal, this 15th day of April, 1987.



Notary Public

My Commission Expires:
June 17, 1987



STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, Kanda M. Kaduk, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Eugene R. Constance, President of EXCEL Railcar Corporation, an Illinois corporation, of said corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such President, respectively appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand, and notarial seal, this 15th day of April, 1987.

Kanda M. Kaduk
Notary Public

My Commission Expires: July 29, 1987